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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

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DEL WEBB COMMUNITIES, INC., a Nevada  
corporation, and PN II, INC. dba PULTE  
HOMES OF NEVADA, a Nevada corporation,

Plaintiff,

vs.

LIBERTY INSURANCE CORPORATION, an  
Illinois corporation; COLONY INSURANCE  
COMPANY, a Virginia corporation;  
EMPLOYERS MUTUAL CASUALTY  
COMPANY, an Iowa corporation; UNITED  
SPECIALTY INSURANCE COMPANY, a  
Delaware corporation; WESTFIELD  
INSURANCE COMPANY, an Ohio corporation;  
HARTFORD CASUALTY INSURANCE  
COMPANY, an Indiana corporation; CENTURY  
SURETY COMPANY, an Ohio corporation;  
JAMES RIVER INSURANCE COMPANY, an  
Ohio corporation; and VALLEY FORGE  
INSURANCE COMPANY, a Pennsylvania  
corporation,

Defendants.

2:21-cv-00359-RFB-VCF

**ORDER**

20 Before the Court is Plaintiff's Motion to Enlarge Time for Service of Complaint. (ECF No. 21).

21 Plaintiff seeks an extension of 30 days under FED. R. CIV. P. 4(m) to confirm and effectuate service  
22 upon Defendant Employers Mutual Casualty Company (ECF No. 21).

23 **A. Relevant Law**

24 Pursuant to Federal Rule of Civil Procedure 4(m), "[i]f a defendant is not served within 90 days  
25 after the complaint is filed, the court--on motion or on its own after notice to the plaintiff--must dismiss  
the action without prejudice against that defendant or order that service be made within a specified time.

1 But if the plaintiff shows good cause for the failure, the court must extend the time for service for an  
2 appropriate period.” “The 90-day time limit imposed by Rule 4(m) expires 90 days after the first  
3 complaint in which the defendant is named...” is filed. *Bolden v. City of Topeka*, 441 F.3d 1129, 1148  
4 (10th Cir. 2006)(emphasis added). The 90–day time limit for service does not restart each time a plaintiff  
5 files a new amended complaint. *Id.* The district court may extend time for service of process retroactively  
6 after the 90-day service period has expired. See *Mann v. American Airlines*, 324 F.3d 1088, 1090 (9th  
7 Cir.2003).

8 No opposition has been filed from appearing defendants and the time to oppose has passed. Under  
9 LR 7-2(d), the failure of an opposing party to file points and authorities in response to any motion, except  
10 a motion under Fed. R. Civ. P. 56 or a motion for attorney’s fees, constitutes a consent to the granting of  
11 the motion.

## 12 **B. Discussion**

13 Plaintiff’s complaint was filed on March 2, 2021. (ECF No. 1). The deadline to effectuate service  
14 of process was May 31, 2021. *Id.*; Fed. R. Civ. P. 4(m). Plaintiff states that it has waited as long as  
15 possible to serve defendants because Pulte was attempting to settle this case with all of the Defendants  
16 without moving forward with litigation. (ECF No. 21)


17 The time to effectuate service upon the Defendant Employers Mutual Casualty Company was May  
18 31, 2021, and Plaintiff must make a showing of good cause or excusable neglect in order for the court to  
19 extend this deadline for an appropriate period. See Fed. R. Civ. P. 4(m); *Lemoge*, 587 F.3d at 1198;  
20 *Mann*, 324 F.3d at 1090 (the court may extend the deadline for service of process retroactively).

21 Here, the court finds that good cause warrants extending the service of process deadline.

22 Accordingly, and for good cause shown,  
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1 IT IS ORDERED that Plaintiff's Motion to Enlarge Time for Service of Complaint. (ECF No. 21)  
2 is GRANTED. Plaintiff must perfect service of process for Defendant Employers Mutual Casualty  
3 Company on or before July 26, 2021.

4 DATED this 24th day of June, 2021.



5 CAM FERENBACH  
6 UNITED STATES MAGISTRATE JUDGE  
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